

**ZB# 81-23**

**Sylvia DeVoti**

**18-1-3 & 7**

81-23 - DeVoti, Sylvia (owner) - Leumbruno, John  
(Estate of Primo DeVoti)

③  
Public Hearing:

7:30 - Nov. 9, 1981.

Notice mailed to  
The Sentinel on 10/5/81. pl.

(DCPD to be notified)

Denial

Special Permit

(See findings  
in file  
Jacket.)

General Receipt		4749
<b>TOWN OF NEW WINDSOR</b> 555 Union Avenue New Windsor, N. Y. 12550		<u>Oct. 29</u> 19 <u>81</u>
Received of	<u>John Leombruno</u> \$ <u>50.00</u>	
	<u>Fifty and 00/100</u> DOLLARS	
For	<u>B.B.A. #81-23</u>	
DISTRIBUTION:		
FUND	CODE	AMOUNT
<u>50.00</u>		
<u>ck.</u>		
By <u>Pauline G. Townsend</u>		
<u>Town Clerk</u>		
		Title

Williamson Law Book Co., Rochester, N. Y. 14609

Serial of Special Permit:

Special Permit of such location & character in general will not be in harmony w/ ordinary character of neighborhood.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----x

In the Matter of the Application of

SYLVIA DE VOTI and ESTATE OF PRIMO DE VOTI,

# 81-23.

DECISION DENYING  
SPECIAL PERMIT

-----x

WHEREAS, SYLVIA DE VOTI of 766 Broadway,  
Newburgh, New York, :

has made application for a special permit for the purposes of:

repair of trucks in enclosed building to be located on Mertes Lane  
in the Town of New Windsor, N.Y. in a(n) PI zone;

and

WHEREAS, a public hearing was held on the 9th day of  
November, 1982 at the Town Hall, 555 Union Avenue, New Windsor, N.Y.;

and

WHEREAS, the applicant was represented by: Emil Panella  
of Allpan Realty; and

WHEREAS, the application was opposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that: Applicant intends to lease  
property to Grace R. Leombruno for use truck repair

3. The evidence shows that: there are many residential dwellings located in the area of Mertes Lane and many of the residents in the area appeared to object to the application before the Board.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of law in this matter:

1. The proposal as presented will ~~xxx~~ cause substantial change in the neighborhood; and will not be detrimental thereto.

2. The proposal as presented will ~~xxx~~ endanger the safety, health, comfort and convenience of nearby residents; and will ~~not~~ be hazardous.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor deny a special permit as requested by the applicant(s) herein.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant's attorney, if any.

Dated: May 17, 1982

\_\_\_\_\_  
Chairman



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK  
(914) 565-8550

Date: November 10, 1981

Mr. Emil Panella  
c/o Allpan Realty  
Box 506  
Vails Gate, N. Y. 12584

RE: APPLICATION BEFORE THE ZONING BOARD OF APPEALS  
# 81-23 DE VOTI/LEUMBRUNO

Dear Mr. Panella:

This is to confirm that your above application before the  
New Windsor Zoning Board of Appeals was denied  
at a meeting held on the 9th day of November, 1981.

A formal decision will be drafted and acted upon at a later  
date. You will be receiving a copy of same by return mail.

Meanwhile, if you have any further questions, please do  
not hesitate to call me.

Very truly yours,

PATRICIA DELIO, Secretary  
New Windsor Zoning Board of Appeals

/pd

cc: Howard Collett, Bldg./Zoning Inspector  
Town Planning Board

11/9/81

# Public Hearing - DeVoti/Lumbrano

Name:

Address

John Lumbrano

Box 183 Jail Gate

~~James J. Giam~~

~~Morty J. Runkle~~ NY

Adelino Domingues

02 BOX 8 Mertes Lane New Windsor

Reucinda Domingues

02 BOX 8 Mertes Lane New Windsor

Carmelo Napolitano

02 BOX 8 Mertes Lane New Windsor

Lorraine Horton

Box 11 Mertes Lane N.W.

Isidora Casas P.O. Box 469 Mertes Lane NW

Justa Livingston PO Box 497 Mertes Lane NW

James E. Hancock

36 MERTES LANE

Edie Hepler

MERTES LANE, New Windsor



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Sole Assessor

Paula King

555 Union Avenue

New Windsor, New York 12550

(914) 565-8808

October 9, 1981

Mr. Panella  
P.O. Box 573  
Vails Gate, N.Y.

Re: 68-1-3 & 68-1-7

Dear Mr. Panella:

According to my records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$25.00. Please remit same to the Town Clerk, Town of New Windsor.

Very truly yours,

A handwritten signature in cursive script that reads 'Paula Sarvis'.

PAULA SARVIS

ASSESSOR

Town of New Windsor





1763

# OFFICE OF THE ASSESSOR

## TOWN OF NEW WINDSOR

Sole Assessor

Paula King

555 Union Avenue

New Windsor, New York 12550

(914) 565-8808

20 -

*Rec'd X* New York State Thruway  
Authority  
Albany, N.Y. 12207

*Rec'd X* Walsky David & Duarte Graciano B  
544 Chestnut Ridge Road  
Woodcliff Lake, N.J. 07675

*Rec'd X* Hacunda Frank & Elizabeth  
c/o James E. Hacunda  
Box 534, Temple Hill Road  
Vails Gate, N.Y. 12584

*Rec'd X* Yearance Marjorie E  
PO Box 43  
Vails Gate, N.Y. 12584

*Rec'd X* De Voti Primo  
766 Broadway  
Newburgh, N.Y. 12550

*Rec'd X* Domingues Lucinda F & Adelino P  
Mertes Lane  
New Windsor, N.Y. 12550

*Rec'd X* Livingstone Herbert & Justa  
Mertes Lane  
New Windsor, N.Y. 12550

*Returned X* County Veterans Memorial Grove Assoc.  
PO Box 194  
Vails Gate, N.Y. 12584

*Rec'd X* Napolitano Felice & Carmela  
Mertes Lane  
New Windsor, N.Y. 12550

*Rec'd X* Bergknoff Irwin  
Route 32  
Highland Mills, N.Y. 10930

Aronauer Milton  
PO Box 532  
Borough Hall Station  
Jamacia, N.Y. 11424

*Rec'd X* Linder Samuel  
161 Hillside Ave.  
Cresskill, N.J. 07626

*Box Closed  
Returned X* Barton William J  
Vails Gate, N.Y. 12584

*Rec'd X* Martin Peter & Rose Marie  
444 East 86th. Street  
New York, N.Y. 10028

*Rec'd X* Mc Grane James & West Frances  
Stewart Ave.  
Newburgh, N.Y. 12550

*Rec'd X* Garrison George H & Mildred  
Rd2 Riley Road  
New Windsor, N.Y. 12550

*Rec'd X* Rashbaum Gilbert & Smith  
Charles F III  
PO Box 7002  
5 Meadow Hill Road  
Newburgh, N.Y. 12550

*Rec'd X* Kennedy Fitzhugh L & Dolores  
Rd2, Riley Road  
New Windsor, N.Y. 12550

*Rec'd X* Leombruno Grace  
PO Box 183  
Vails Gate, N.Y. 12584

*Rec'd X* Barone Anthony & Evelyn Mae  
PO Box 405  
Vails Gate, N.Y. 12584

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

81-23  
(Number)

10/5/81.  
(Date)

I. Applicant information:

- (a) SYLVIA DEVOTI, ADMINISTRATOR OF ESTATE PRIMO DEVOTI 562-6126  
(Name, address and phone of Applicant) 766 BROADWAY NEWBURGH, NY
- (b) GRACE R. LEOMBRUNO BOX 183 VAILS GATE, NY 528-9275  
(Name, address and phone of purchaser or lessee) 565-5262
- (c) SCOTT & SCHECHMAN 178 <sup>GRAND ST.</sup> BROADWAY, NEWBURGH, NY  
(Name, address and phone of attorney)
- (d) ALL PAN REALTY BOX 506 VAILS GATE, NY 562-5330  
(Name, address and phone of broker)

II. Application type:

- ☐ Use variance
- ☐ Area variance
- ☐ Sign variance
- ☒ Special permit

✓ III. Property information:

- (a) P1 MERTES LANE VAILS GATE 68-1-347 3 1/2 ACRES  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? C ZONE
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES - (contract attached)
- (d) When was property purchased by present owner? 1965
- (e) Has property been subdivided previously? NO When? \_\_\_\_\_
- (f) Has property been subject of variance or special permit previously? NO When? \_\_\_\_\_

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(Name, address and phone of attorney)
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II. Application type:

- ☐ Use variance
- ☐ Area variance
- ☐ Sign variance
- ☒ Special permit

✓ III. Property information:

- (a) P1 MERTES LANE VAILS GATE 18-1-347 3 1/2 ACRES  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? C ZONE
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES - (contract attached)
- (d) When was property purchased by present owner? 1965
- (e) Has property been subdivided previously? NO When? \_\_\_\_\_
- (f) Has property been subject of variance or special permit previously? NO When? \_\_\_\_\_
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? NO. If so, when \_\_\_\_\_
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail. NO

☐ IV. Use variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_, to allow \_\_\_\_\_

(Describe proposed use)

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

☐ V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

\* Residential districts only

\*\* Non-residential districts

(Describe proposed use)

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.



V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

\* Residential districts only

\*\* Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.

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VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

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- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

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(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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☒ VII. Special Permit:

- (a) Special permit requested under New Windsor Zoning Local Law, Section 48-9, Table USE REGULATION Column B.
- (b) Describe in detail the use and structures proposed for the special permit.

FOR REPAIR OF TRUCKS IN ENCLOSED  
BUILDING.

☒ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

WERE GOING TO CONFORM TO TOWN OF WINDSOR  
WITH SMALL SIGN AND MINIMUM LIGHTING AND  
SOME SHUBBRY SCREENING AND LEAVING EXISTING  
SHUBBRY AS NATURAL SCREENING.

☒ IX. Attachments required:

- ☒ Copy of letter of referral from Building and Zoning Inspector.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of tax map showing adjacent properties
- ☐ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☒ Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$ 50.00 payable to Town of New Windsor.

Photos of existing premises which show all existing buildings and landscaping



- (b) Describe in detail the use and structures proposed for the special permit.

FOR REPAIR OF TRUCKS IN ENCLOSED  
BUILDING.

☒ VIII. Additional comments:

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- N/A ☒ Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$ 50.00 payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.
- All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- ☐ Other

X. AFFIDAVIT

Date

Sept. 30, 1981

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE )

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Sylvia DeVoti  
(Applicant)

ADMINISTRATOR OF ESTATE OF PRIMO DE VOTE

Sworn to before me this

30 day of September, 19 81.

MARY E. BRUMM  
Notary Public, State of New York  
No. 4730788  
Qualified in Orange County  
Commission Expires March 30, 1982

XI. ZBA Action:

(a) Public Hearing date \_\_\_\_\_

(b) Variance is \_\_\_\_\_

Special Permit is \_\_\_\_\_

(c) Conditions and safeguards: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS

STATE OF NEW YORK)  
 ) SS.:  
COUNTY OF ORANGE )

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Sylvia DeVoti  
(Applicant)

ADMINISTRATE OF ESTATE OF SYLVIA DE VOTI

Sworn to before me this

30 day of September, 1981.

MARY E. BRUNN  
Notary Public, State of New York  
No. 4730786  
Qualified in Orange County  
Commission Expires March 30, 1982

XI. ZBA Action:

(a) Public Hearing date \_\_\_\_\_

(b) Variance is \_\_\_\_\_

Special Permit is \_\_\_\_\_

(c) Conditions and safeguards: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS.

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-33A of the Zoning Ordinance on the following proposition:

Appeal No. 23

Request of SYLVIA DEVOTI and GRACE LEOMBRUNO

for a ~~VARIANCE~~ SPECIAL PERMIT of the regulations of the Zoning Ordinance to permit truck repair garage in a Planned Industrial Zone,

being a ~~VARIANCE~~ SPECIAL PERMIT of Section 48-9 - Table of Use Regs. - Col. B for property situated as follows:

Mertes Lane and Temple Hill Road, Town of New Windsor, New York.

SAID HEARING will take place on the 9th day of November, 1981, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y. beginning at 7:30 o'clock P. M.

RICHARD FENWICK  
Chairman

TOWN OF NEW WINDSOR  
ORANGE COUNTY, N. Y.  
OFFICE OF ZONING - BUILDING INSPECTOR

Prelim. Meeting:  
Sept. 28th  
7:30

(1)

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. ....

Date SEPT 4, 1981

To WOODBURY TRUCK REPAIR INC (Lumbiano.) -  
MERTES LANE Albany -

PLEASE TAKE NOTICE that your application dated SEPT 4, 1981  
for permit to ERECT REPAIR GARAGE  
at the premises located at MERTES LANE

is returned herewith and disapproved on the following grounds:

GARAGE NOT PERMITTED IN P1 ZONE  
GARAGE PERMITTED IN NC ZONE BY SPECIAL  
PERMIT FROM ZONE BOARD OF APPEALS

ARTICLE III  
48-9

Column B

NC #4

(Co - NC zone  
(468)

Howard R Callagy  
Building Inspector

Owner of Property:  
68-1-7- Devoti, Primo  
(3.4 acres)

INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD  
FROM: ZONING BOARD OF APPEALS  
SUBJECT: PUBLIC HEARINGS BEFORE ZBA - November 9, 1981  
DATE: October 29, 1981

Please be advised that there are three (3) public hearings scheduled to be heard before the Zoning Board of Appeals on November 9, 1981 as follows:

SHARMA/WORKMAN - Use variance request;

GRISMER/COLIN - Use variance request;

DEVOTI/LEUMBRUNO - *Special Permit*  
~~Use variance request~~ ✓

I have attached hereto copies of the pertinent applications together with public hearing notices.

Pat

/pd

Attachments

cc: Howard Collett, Bldg./Zoning Inspector

# Contract of Sale

Date.....August....., 1981

Seller and Purchaser agree as follows:

**Parties**  
  
  
  
  
  
  
**Purchase  
agreement**  
  
**Property**

**Seller** PRIMO DE VOTI, presently residing at Number 766 Broadway  
**address** City of Newburgh, County of Orange and State of New York

**Purchaser** GRACE R. LEOMBANO, presently residing at Box 183, Vails Gate,  
**address** Orange County, New York

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.
2. The Property is described as follows:

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, State of New York and more particularly described as follows:

BEGINNING at a point in the northeasterly line of lands heretofore conveyed by William P. Mertes to Jose Alfonso by deed dated May 13, 1944 and recorded in the Office of the Clerk of the County of Orange on July 23, 1946 in Liber 1008 at page 391, which point is the most northwesterly corner of the lands heretofore conveyed by William P. Mertes to Quanto Cruz and Mazimus Cruz by deed dated November 1, 1958 and recorded in the Office of the County Clerk of the County of Orange on November 5, 1958 in Liber 1481, at page 535, and which point is approximately 123 feet north 68 degrees 44' west along the northeasterly line of the lands heretofore conveyed to Jose Alfonso from the center line of the private road (sometimes known as Mertes Lane) leading from Riley Road to Stewart Field Road (sometimes known as Temple Hill Road); and continuing thence in a Northeasterly direction along the most northwesterly line of the said lands conveyed to the said Cruz, a distance of approximately 87 feet to a point marked by a concrete monument, this point being the most northerly corner of the lands of the said Cruz; thence in a general northwesterly direction a distance of approximately 427 feet to a point marked by a concrete monument on the most northerly boundary of the lands formerly of William P. Mertes, said point being in the dividing boundary of the lands of the former Rose Brucker Kumstar and said William P. Mertes; thence approximately 307 feet south 56.5 degrees west along the said dividing boundary to a point, said point being where the most easterly boundary of the New York Thruway right of way crosses the said dividing boundary line of the former Rose Bruckert Kumstar and William P. Mertes; thence approximately 130 feet in a general southeasterly direction along the said right of way to a point on the most northerly boundary of lands heretofore conveyed by William P. Mertes to Thomas West by deed dated February 16, 1950 and recorded in the Office of the County Clerk of Orange County in Liber 1152 of deeds at page 19 on March 21, 1950, thence approximately 50 feet north 64 degrees 22' east along the line of said lands of said west to most northeasterly corner of the said lands of the said west; thence approximately 200 feet south 32 degrees 37' east along the most northeasterly line of the said lands of the said West to the southeasterly corner of the said lands of the said West, this point being also the most northwesterly corner of the lands aforementioned conveyed by William P. Mertes to Jose J. Alfonso by deed dated May 13, 1944; thence along the aforementioned northerly boundary of the said lands of the said Alfonso approximately 100 feet north 44 degrees 33' east to the most northerly corner of the said lands of the said Alfonso; thence approximately 130 feet south 68 degrees

Purchaser GRACE R. LEOMBRONO, presently residing at Box 183, Vails Gate,  
address Orange County, New York.

Purchase  
agreement  
Property

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.
2. The Property is described as follows:

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, State of New York and more particularly described as follows:

BEGINNING at a point in the northeasterly line of lands heretofore conveyed by William P. Mertes to Jose Alfonso by deed dated May 13, 1944 and recorded in the Office of the Clerk of the County of Orange on July 23, 1946 in Liber 1008 at page 391, which point is the most northwesterly corner of the lands heretofore conveyed by William P. Mertes to Quinto Cruz and Mazimus Cruz by deed dated November 1, 1958 and recorded in the Office of the County Clerk of the County of Orange on November 5, 1958 in Liber 1481, at page 535, and which point is approximately 123 feet north 68 degrees 44' west along the northeasterly line of the lands heretofore conveyed to Jose Alfonso from the center line of the private road (sometimes known as Mertes Lane) leading from Riley Road to Stewart Field Road (sometimes known as Temple Hill Road); and continuing thence in a Northeasterly direction along the most northwesterly line of the said lands conveyed to the said Cruz, a distance of approximately 87 feet to a point marked by a concrete monument, this point being the most northerly corner of the lands of the said Cruz; thence in a general northwesterly direction a distance of approximately 427 feet to a point marked by a concrete monument on the most northerly boundary of the lands formerly of William P. Mertes, said point being in the dividing boundary of the lands of the former Rose Brucker Kumstar and said William P. Mertes; thence approximately 307 feet south 56.5 degrees west along the said dividing boundary to a point, said point being where the most easterly boundary of the New York Thruway right of way crosses the said dividing boundary line of the former Rose Bruckert Kumstar and William P. Mertes; thence approximately 130 feet in a general southeasterly direction along the said right of way to a point on the most northerly boundary of lands heretofore conveyed by William P. Mertes to Thomas West by deed dated February 16, 1950 and recorded in the Office of the County Clerk of Orange County in Liber 1152 of deeds at page 19 on March 21, 1950, thence approximately 50 feet north 64 degrees 22' east along the line of said lands of said west to most northeasterly corner of the said lands of the said west; thence approximately 200 feet south 32 degrees 37' east along the most northeasterly line of the said lands of the said West to the southeasterly corner of the said lands of the said West, this point being also the most northwesterly corner of the lands aforementioned conveyed by William P. Mertes to Jose J. Alfonso by deed dated May 13, 1944; thence along the aforementioned northerly boundary of the said lands of the said Alfonso approximately 100 feet north 44 degrees 33' east to the most northerly corner of the said lands of the said Alfonso; thence approximately 130 feet south 68 degrees 44' east along the northeasterly border of the lands of said Alfonso to the place of beginning, approximately 2.50 acres.



ALSO ALL that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County and State of New York and more particularly described as follows:

BEGINNING at a point which is a concrete marker, North 64 degrees 22' east 300 feet from a point on the Riley Road in the Town of New Windsor, which said last located point is located on the east side of the Riley Road south 32 degrees 37' east 298.28 feet from a cross on a rock at the end of a stonewall, which divided the lands now or formerly of Bruckert and lands of the party of the first part, William P. Mertes; (1) thence north 44 degrees 33' east 100.10 feet to an iron pin; (2) thence south 68 degrees 44' east 256.5 feet to a boulder or ledge or rocks; (3) thence continue still south 68 degrees 44' east 23.23 feet to an iron pin approximately in the center of a private road; (4) thence south 38 degrees 04' west 258.50 feet to an iron pin approximately in the center of the aforementioned private road; (5) thence north 20 degrees 47' west 33.67 feet through a boulder; (6) thence continuing still north 20 degrees 47' west 102.59 feet to a point; (7) thence south 64 degrees 22' west 50.57 feet to the center of a concrete post; the last three mentioned courses being along the east and north lines of other lands of the parties of the first part herein thence north 31 degrees 26' west 149.93 feet along the easterly line of lands of Ross Brown to the point or place of beginning, approximately .95 acres.

SUBJECT to utility grants of records if any, and the rights of the public in the roadway known as Mertes Lane.

SUBJECT ALSO to such state of facts as an accurate survey may disclose provided the same does not render the title thereto non-marketable.

BEING AND INTENDED TO BE the same premises described in a certain deed from JEFFREY SPRAGUE and GLORIA SPRAGUE to PRIMO DE VOTI dated the 26th day of December 1974 and recorded in the Orange County Clerk's Office on the 1st day of October 1975 in Liber 2018 of Deeds at page 875.

It is agreed by and between the parties hereto that the instant contract is contingent upon the purchasers herein obtaining a variance from the local authorities in order she may use the property for the purposes of operating and maintaining a truck repair shop. In the event said variance is forthcoming w/ absolute certainty, the within conveyance shall proceed to closing and any necessary approval the variance/ is denied w/ the purchaser, with absolute certainty, and any necessary approval, it is agreed by and between the parties that the contracts shall be deemed null and void and all monies hereunder shall be returned to the purchaser herein.  
\*SEE ATTACHED SHEET

Buildings and  
improvements

3. The sale includes:

(a) All buildings and improvements on the Property.

Fixtures,  
personal  
property

(b) All fixtures and articles of personal property attached to or used in connection with the Property, unless specifically excluded below. Seller represents that they are paid for and owned by Seller free and clear of any lien other than the Existing Mortgage. They include but are not limited to plumbing, heating, lighting and cooking fixtures, radio and television aeriels, blinds, shades, screens, awnings, storm windows, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, clothes washers, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.

Excluded from this sale are:

... point is located on the east side of the Riley Road south 32 degrees 37' east 298.28 feet from a cross on a rock at the end of a stonewall, which divided the lands now or formerly of Bruckert and lands of the party of the first part, William P. Mertes; (1) thence north 44 degrees 33' east 100.10 feet to an iron pin; (2) thence south 68 degrees 44' east 256.5 feet to a boulder or ledge or rocks; (3) thence continue still south 68 degrees 44' east 23.23 feet to an iron pin approximately in the center of a private road; (4) thence south 38 degrees 04' west 258.50 feet to an iron pin approximately in the center of the aforementioned private road; (5) thence north 20 degrees 47' west 33.67 feet through a boulder; (6) thence continuing still north 20 degrees 47' west 102.59 feet to a point; (7) thence south 64 degrees 22' west 50.57 feet to the center of a concrete post; the last three mentioned courses being along the east and north lines of other lands of the parties of the first part herein thence north 31 degrees 26' west 149.93 feet along the easterly line of lands of Ross Brown to the point or place of beginning, approximately .95 acres.

SUBJECT to utility grants of records if any, and the rights of the public in the roadway known as Mertes Lane.

SUBJECT ALSO to such state of facts as an accurate survey may disclose provided the same does not render the title thereto non-marketable.

BEING AND INTENDED TO BE the same premises described in a certain deed from JEFFREY SPRAGUE and GLORIA SPRAGUE to PRIMO DE VOTI dated the 26th day of December 1974 and recorded in the Orange County Clerk's Office on the 1st day of October 1975 in Liber 2018 of Deeds at page 875.

It is agreed by and between the parties hereto that the instant contract is contingent upon the purchasers herein obtaining a variance from the local authorities in order they may use the property for the purposes of operating and maintaining a truck repair shop. In the event said variance is forthcoming w/ absolute certainty, the within conveyance shall proceed to closing, and any necessary approval the variance is denied to the purchaser, with absolute certainty, the parties and any necessary approval shall be deemed null and void and all monies hereunder shall be returned to the purchaser herein.

\*SEE ATTACHED SHEET

Buildings and  
improvements

3. The sale includes:

(a) All buildings and improvements on the Property.

Fixtures,  
personal  
property

(b) ~~All fixtures and articles of personal property attached to or used in connection with the Property, unless specifically excluded below. Seller represents that they are paid for and owned by Seller free and clear of any lien other than the Existing Mortgage. They include but are not limited to plumbing, heating, lighting and cooking fixtures, radio and television aeri~~als, blinds, shades, screens, awnings, storm windows, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, clothes washers, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.

Excluded from this sale are:

Furniture and household furnishings

Price

4. The purchase price is..... \$ 30,000.00  
payable as follows:  
On the signing of this Contract, by check subject to collection..... \$ 2,000.00  
(\$200.00 previously paid as binder)  
By allowance for the principal amount still unpaid on the Existing Mortgage.... \$  
By a Purchase Money Note and Mortgage from Purchaser (or assigns) to Seller.. \$ 20,000.00  
Balance in cash or certified check on the delivery of the deed at the Closing..... \$ 8,000.00

All that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County and State of New York and more particularly described as follows:

BEGINNING at a point marked by a concrete monument, this point being the most northerly corner of the lands conveyed by William P. Mertes to Quinton Cruz and Maximus Cruz by deed dated November 1, 1958 and recorded in the office of the County Clerk of County of Orange on November 5, 1958 in Liber 1481 of Deeds at page 535; thence in a general northwesterly direction of a distance of approximately 427 feet to a point marked by a concrete monument on the most northerly boundary of the lands formerly of William P. Mertes, said point being in the dividing boundary of the lands of the former Rose Bruckert Kumstar and said William P. Mertes; thence approximately 710 feet and along said boundary north  $56^{\circ} 5'$  East to the most northwesterly corner on said boundary line of the lands heretofore conveyed by William P. Mertes by deed dated March 5, 1943 to Antonio M. Correia and Maria Jesus Correia, his wife, which said deed is recorded in the Office of the Clerk of County of Orange on March 6, 1943 in Book 902 of Deeds at page 589; thence South  $28^{\circ} 32'$  East for 65.76 feet more or less to a point in the road commonly known as Mertes Lane, which point is the most Southwesterly corner of the lands conveyed by Mertes to Correia; thence following along the northwesterly line of said road known as Mertes Lane as the line of said Road curves and turns to a point marked by the intersection of the northwesterly line or edge of said Road with the northerly boundary line of lands of Cruz heretofore referred to; thence northerly and westerly along the northwesterly line of the lands conveyed by Mertes to Cruz to the point or place of beginning. Containing there in approximately 4.56 acres of land more or less.

LIBER 2018 PG 879

BEING a portion of the lands conveyed by Jacob A. Decker and Elizabeth Decker, his wife and Valentine J. Kohl and Lottie Kohl, his wife to William P. Mertes and Mary A. Mertes, his wife, by deed July 20, 1928 and recorded in the Orange County Clerk's Office on July 21, 1928 in Book 688 of Deeds at page 190. The said Mary Mertes died a resident of Orange County on or about the 8th day of January, 1944. The said William P. Mertes having died testate and a resident of the Town of New Windsor on the 11th day of April 1962 and in and by his Last Will and Testament, recorded in the Orange County Clerk's Office, the above described premises were devised and bequeathed unto his daughter Loretta Mertes Marshall, the grantor herein.

TOGETHER with all of the rights, title and interest of the grantor in and to the roadway known as Mertes Lane and subject to the rights of the public to the use of said Lane.

SUBJECT ALSO to utility grants of record, if any.

SUBJECT ALSO to such state of facts as an accurate survey may disclose provided the same does not render the title thereto non-marketable.

ALSO BEING the same premises conveyed by Loretta Mertes Marshall to Primo DeVoti by deed dated December 15, 1965 and recorded in the Orange County Clerk's Office on January 4, 1966 in Liber 1734 of Deeds at page 112.

ALSO BEING the same premises conveyed by Primo DeVoti to Jeffery Sprague and Gloria Sprague, his wife, by deed dated November, 1971 and recorded in the Orange County Clerk's Office on November 18, 1971 in Liber 1891 of Deeds at page 63.

BEING and intended to be the same premise described in a certain deed from Jeffery Sprague and Gloria Sprague to Primo DeVoti dated the 26th day of December 1974 and recorded in the Orange County Clerk's Office on the 1st day of October 1975 in Liber 2018 of Deeds at page 879.

R I D E R

CONTRACT LEOMBRUNO from DeVoti

It is agreed by and between the parties hereto that the Seller hold a first mortgage in the amount of \$20,000.00 bearing interest at the rate of (10) ten percent per annum for three (3) years. The mortgage shall be paid, interest only, with said interest payments being made annually on the anniversary date of the mortgage. The determination of the three (3) year period, the entire principal amount of the mortgage remaining, together with any interest thereon shall be paid in full.

The Purchaser shall at all times have the right to prepay said mortgage without penalty. All monies paid hereunder shall be held in escrow by the Seller's attorney pending closing of title.

It is agreed by and between the parties hereto that the Purchaser shall make diligent effort to obtain said variance and failure to make such diligent effort shall void the above contingency.

Existing Mortgage	<p>5. The Property will be conveyed subject to the continuing lien of the following mortgage ("Existing Mortgage"):</p> <p><del>Mortgage now in the unpaid principal amount of \$ ----- and interest at the rate of -----</del></p> <p><del>per year, presently payable in ----- installments of \$ ----- which includes principal, interest,</del></p> <p><del>and with any balance of principal being due and payable on ----- 19 - .</del></p>
Purchase money mortgage	<p>6. If a purchase money note and mortgage is to be given it shall be drawn by the attorney for the Seller. Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the note and mortgage.</p> <p>The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage even though the Existing Mortgage is extended, consolidated or refinanced in good faith.</p>
Title transfer subject to	<p>7. The Property is to be conveyed subject to:</p> <ul style="list-style-type: none"> <li>(a) Building and zoning regulations.</li> <li>(b) Conditions, agreements, restrictions and easements, of record.</li> <li>(c) Any state of facts, an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.</li> <li>(d) <del>Existing tenancies.</del></li> <li>(e) Unpaid assessments payable after the date of the transfer of title.</li> </ul>
Deed and transfer taxes	<p>8. At the Closing Seller shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts</p> <p>deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.</p>
Adjustments at closing	<p>9. The following are to be apportioned pro-rata as of the date of delivery of the deed:</p> <ul style="list-style-type: none"> <li>(a) <del>Rent as and when collected.</del></li> <li>(b) Interest on the Existing Mortgage.</li> <li>(c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.</li> <li>(d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.</li> <li>(e) <del>Fuel, if any.</del></li> </ul>
Water meter readings	<p>10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.</p>
Fire, other casualty	<p>11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.</p>
Closing date and place	<p>12. The Closing will take place at the office of BARRY B. SILVER, P. C.</p> <p style="text-align: right;">at 2:00 P. M. on 9/1 1981.</p>
Broker	<p>13. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than ALL PAN REALTY and Seller agrees to pay broker the commission earned (pursuant to separate agreement).</p>
Purchaser's lien	<p>14. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.</p>
No Oral Change Successors	<p>15. This Contract may not be changed or ended orally.</p> <p>16. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.</p>
Multiple Parties	<p>17. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.</p>

Purchase money mortgage	<p>6. If a purchase money note and mortgage is to be given it shall be drawn by the attorney for the Seller. Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the note and mortgage.</p> <p>The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage even though the Existing Mortgage is extended, consolidated or refinanced in good faith.</p>
Title transfer subject to	<p>7. The Property is to be conveyed subject to:</p> <ul style="list-style-type: none"> <li>(a) Building and zoning regulations.</li> <li>(b) Conditions, agreements, restrictions and easements, of record.</li> <li>(c) Any state of facts, an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.</li> <li>(d) <del>Existing tenancies.</del></li> <li>(e) Unpaid assessments payable after the date of the transfer of title.</li> </ul>
Deed and transfer taxes	<p>8. At the Closing Seller shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.</p>
Adjustments at closing	<p>9. The following are to be apportioned pro-rata as of the date of delivery of the deed:</p> <ul style="list-style-type: none"> <li>(a) <del>Rent-as-and-when-collected.</del></li> <li>(b) Interest on the Existing Mortgage.</li> <li>(c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.</li> <li>(d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.</li> <li>(e) <del>Fuel-if-any.</del></li> </ul>
Water meter readings	<p>10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.</p>
Fire, other casualty	<p>11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.</p>
Closing date and place	<p>12. The Closing will take place at the office of BARRY B. SILVER, P. C. at 2:00 P. M. on 9/1 1981.</p>
Broker	<p>13. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than ALL PAN REALTY and Seller agrees to pay broker the commission earned (pursuant to separate agreement).</p>
Purchaser's lien	<p>14. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.</p>
No Oral Change Successors	<p>15. This Contract may not be changed or ended orally.</p>
Multiple Parties	<p>16. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.</p> <p>17. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.</p>
Signatures	<p>Seller and Purchaser have signed this Contract as of the date at the top of the first page.</p> <p>WITNESS</p> <div style="display: flex; justify-content: space-between;"> <div> <p>_____</p> </div> <div> <p>SELLER</p> <p><i>Richard M. C...</i></p> <p>PRIMO DE VOTI</p> <p>_____</p> <p>PURCHASER</p> <p><i>Grace R. Lombrano</i></p> <p>GRACE R. LOMBRANO</p> </div> </div>

STATE OF NEW YORK, COUNTY OF  
On 19 before me personally came ss.:

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF  
On 19 before me personally came ss.:  
to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the  
of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF  
On 19 before me personally came ss.:

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF  
On 19 before me personally came ss.:  
to me known and known to me to be a partner in

a partnership, and known to me to be the person described in and who executed the foregoing instrument in the partnership name, and said  
duly  
acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

#### Adjournment

Closing of title under this Contract is adjourned to  
at  
and all adjustments are to be made as of

19, at o'clock,

19

#### Assignment

Date: 19  
For value received, this Contract is assigned to

and Assignee assumes all obligations of the purchaser in the Contract.

Purchaser

Assignee of Purchaser

Seller

Purchaser

Sale  
date

19 19

ORK

THE

19

M.

CLERK

12550



STATE OF NEW YORK, COUNTY OF  
On 19 before me personally came  
to me known, who, being by me duly sworn, did depose and say  
that he resides at No.

that he is the  
of  
the corporation described in and which executed the foregoing  
instrument; that he knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that it  
was so affixed by order of the board of directors of said corpora-  
tion, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF  
On 19 before me personally came  
to me known and known to me to be a partner in

a partnership, and known to me to be the person described in  
and who executed the foregoing instrument in the partnership  
name, and said  
duly  
acknowledged that he executed the foregoing instrument for and  
on behalf of said partnership.

#### Adjournment

Closing of title under this Contract is adjourned to  
at  
and all adjustments are to be made as of

19, at o'clock,

19

#### Assignment

Date: 19  
For value received, this Contract is assigned to

and Assignee assumes all obligations of the purchaser in the Contract.

Purchaser

Assignee of Purchaser

PRIMO DE VOTI

Seller  
and

GRACE R. LEOMBRANO

Purchaser

### Contract of Sale of Real Estate

Date 19 19  
Deed to pass on

STATE OF NEW YORK

County of

RECORDED ON THE

day of, 19  
at o'clock M.  
in Liber of Deeds  
at Page and examined

CLERK

BARRY B. SILVER, P. C.

807 Broadway

Newburgh, New York 12550